

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
DIANA CADAVID, LIZETH JOHANA CASAS  
PAYAN, ALEJANDRO AGUIRRE MARTINEZ,  
JOHN JAIRO MONTERO ARCE, PABLO  
RAMIREZ, SAYURI OROZCO RAMIREZ, and  
MARO GJURASIC, individually  
and on behalf of others similarly situated,

Case No. 1:23-cv-08673-GHW

*Plaintiffs,*

-against-

QUE CHEVERE LES LLC (D/B/A QUE  
CHEVERE), QUE CHEVERE FIDI INC. (D/B/A  
QUE CHEVERE), and MICHAEL D.  
PETROVICH,

*Defendants,*

**DEFAULT JUDGMENT**

-----X  
**JUDGMENT**

This action having been commenced on October 3, 2023, by the filing of the Summons and Complaint, and a copy of the Summons and Complaint in this action having been duly served on the above-named Defendants Que Chevere Les LLC (d/b/a Que Chevere), Que Chevere Fidi Inc. (d/b/a Que Chevere), and Michael D. Petrovich, and said Defendants having failed to answer or otherwise defend this action, and said default having been duly noted (ECF Dkt. Nos. 48–50), and upon the annexed Affidavit in support of entry of default judgment, with exhibits thereto;

NOW, on motion of Plaintiffs Diana Cadavid, Lizeth Johana Casas Payan, Alejandro Aguirre Martinez, John Jairo Montero Arce, Pablo Ramirez, Maro Gjurasic, and Sayuri Orozco Ramirez (collectively, “Plaintiffs”), by their attorneys, CSM Legal, P.C., it is hereby ORDERED, ADJUDGED AND DECREED:

That each Plaintiff is entitled to judgment against Defendants Que Chevere Les LLC (d/b/a Que Chevere), Que Chevere Fidi Inc. (d/b/a Que Chevere), and Michael D. Petrovich, who shall be jointly and severally liable, in the following amounts, for an aggregate total of \$259,051.88:

(1) For Plaintiff Diana Cadavid:

- (a) Unpaid overtime compensation in the amount of \$15,882.50;
- (b) Liquidated damages for unpaid overtime compensation in the amount of \$15,882.50;
- (c) Statutory damages for the violation of New York Labor Law § 195(1) in the amount of \$5,000.00;
- (d) Statutory damages for the violation of New York Labor Law § 195(3) in the amount of \$5,000.00;
- (e) Pre-judgment interest on unpaid overtime compensation calculated at the rate of 9% per annum to the date of judgment, totaling \$2,874.04 as of June 18, 2024;

(2) For Plaintiff Lizeth Johana Casas Payan:

- (a) Unpaid overtime compensation in the amount of \$4,695.00;
- (b) Liquidated damages for unpaid overtime compensation in the amount of \$4,695.00;
- (c) Statutory damages for the violation of New York Labor Law § 195(1) in the amount of \$5,000.00;
- (d) Statutory damages for the violation of New York Labor Law § 195(3) in the amount of \$5,000.00;
- (e) Pre-judgment interest on unpaid overtime compensation calculated at the rate of 9% per annum to the date of judgment, totaling \$566.55 as of June 18, 2024;

(3) For Plaintiff Alejandro Aguirre Martinez:

- (a) Unpaid overtime compensation, including spread-of-hours premiums, in the amount of \$13,627.00;
- (b) Liquidated damages for unpaid overtime compensation, including spread-of-hours premiums, in the amount of \$13,627.00;

- (c) Statutory damages for the violation of New York Labor Law § 195(1) in the amount of \$5,000.00;
  - (d) Statutory damages for the violation of New York Labor Law § 195(3) in the amount of \$5,000.00;
  - (e) Pre-judgment interest on unpaid overtime compensation, including spread-of-hours premiums, calculated at the rate of 9% per annum to the date of judgment, totaling \$1,677.67 as of June 18, 2024;
- (4) For Plaintiff John Jairo Montero Arce:
  - (a) Unpaid overtime compensation in the amount of \$7,840.00;
  - (b) Liquidated damages for unpaid overtime compensation in the amount of \$7,840.00;
  - (c) Statutory damages for the violation of New York Labor Law § 195(1) in the amount of \$5,000.00;
  - (d) Statutory damages for the violation of New York Labor Law § 195(3) in the amount of \$5,000.00;
  - (e) Pre-judgment interest on unpaid overtime compensation calculated at the rate of 9% per annum to the date of judgment, totaling \$1,055.24 as of June 18, 2024;
- (5) For Plaintiff Pablo Ramirez:
  - (a) Unpaid overtime compensation, including spread-of-hours premiums, in the amount of \$33,113.70;
  - (b) Liquidated damages for unpaid overtime compensation, including spread-of-hours premiums, in the amount of \$33,113.70;
  - (c) Statutory damages for the violation of New York Labor Law § 195(1) in the amount of \$5,000.00;
  - (d) Statutory damages for the violation of New York Labor Law § 195(3) in the amount of \$5,000.00;
  - (e) Pre-judgment interest on unpaid overtime compensation, including spread-of-hours premiums, calculated at the rate of 9% per annum to the date of judgment, totaling \$5,654.51 as of June 18, 2024;
- (6) For Plaintiff Maro Gjurasic:
  - (a) Unpaid overtime compensation in the amount of \$6,923.00;

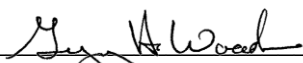
- (b) Liquidated damages for unpaid overtime compensation in the amount of \$6,923.00;
  - (c) Statutory damages for the violation of New York Labor Law § 195(1) in the amount of \$5,000.00;
  - (d) Statutory damages for the violation of New York Labor Law § 195(3) in the amount of \$5,000.00;
  - (e) Pre-judgment interest on unpaid overtime compensation calculated at the rate of 9% per annum to the date of judgment, totaling \$883.32 as of June 18, 2024;
- (7) For Plaintiff Sayuri Orozco Ramirez:
- (a) Unpaid overtime compensation, including spread-of-hours premiums, in the amount of \$5,868.00;
  - (b) Liquidated damages for unpaid overtime compensation, including spread-of-hours premiums, in the amount of \$5,868.00;
  - (c) Statutory damages for the violation of New York Labor Law § 195(1) in the amount of \$5,000.00;
  - (d) Statutory damages for the violation of New York Labor Law § 195(3) in the amount of \$5,000.00;
  - (e) Pre-judgment interest on unpaid overtime compensation, including spread-of-hours premiums, calculated at the rate of 9% per annum to the date of judgment, totaling \$442.15 as of June 18, 2024.

That Plaintiffs are awarded attorney's fees in the amount of \$7,648.75, and costs in the amount of \$963.40.

That Plaintiffs are awarded post-judgment interest, as calculated under 28 U.S.C. § 1961.

That if any amounts remain unpaid upon the expiration of ninety days following issuance of judgment, or ninety days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent (15%), as required by NYLL § 198(4).

Dated: August 22, 2024  
New York, New York

  
\_\_\_\_\_  
GREGORY H. WOODS  
United States District Judge